



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDL-S, MNRL-S, MNDCL-S, FFL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord's agent attended ("the landlord"). The landlord provided affirmed testimony that the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on June 19, 2020, deemed received by the tenant under section 90 of the *Act* five days later.

The landlord provided the Canada Post Tracking Number in support of service to which I refer on the cover page. I have considered the uncontradicted testimony of the landlord and pursuant to sections 89 and 90, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution as required.

Issue(s) to be Decided

Is the landlord entitled to for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act, Residential Tenancy Regulation ("Regulation")* or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

The landlord provided uncontradicted testimony as the tenant did not attend the hearing.

The tenancy began on June 1, 2017 for monthly rental of \$1,050.00 payable on the first of the month. At the beginning of the tenancy, the tenant provided a security deposit of \$450.00 and a pet deposit in the same amount for a total of \$900.00 ("the security deposit"). The landlord submitted a copy of the tenancy agreement which includes an outstanding late fee of \$25.00.

A condition inspection was not conducted on moving out as the tenant did not inform the landlord when he intended to vacate; the landlord learned of his departure some days later.

The tenant vacated the unit at the end of October or early November 2017 owing the landlord outstanding rent and utilities; the landlord was required to replace the locks.

The landlord testified the tenant left the unit requiring considerable cleaning and repairs. The landlord hired a cleaner and repair person, receipts being submitted as evidence.

The landlord stated that the landlord attempted to clean the carpet which was not successful as portions were burned beyond repair; the landlord replaced the carpet and flooring for a cost of \$3,000.00. The carpet's age was not verified, and the landlord requested nominal compensation of \$450.00.

The refrigerator was so dirty and damaged the landlord was required to replace it. Pursuant to *Guideline 40 – Useful Life of Building Elements*, the landlord claimed 7 years of usable life remained of the 15 years allowed for the appliance; the landlord calculated the claim based on the Guideline as \$424.00 ($7/15 \times \$908.85 = \424.00).

The tenant left considerable garbage and waste items which the landlord paid to have discarded.

The landlord submitted many supporting photographs.

The landlord testified to the expenses and requested the following monetary award:

ITEM	AMOUNT
Rent outstanding	\$1,050.00
Late fee for payment of rent	\$25.00
Fortis balance	\$43.85
Hydro balance	\$332.50
Cleaning	\$288.75
Carpet cleaning	\$94.50
Carpet/flooring replacement	\$450.00
Repairs to walls	\$485.76
Replacement fridge (7/15 x \$908.85)	\$424.00
Debris, garbage removal	\$643.39
Lock change	\$144.82
Filing fee	\$100.00
TOTAL CLAIM LANDLORD	\$4,082.57

The landlord acknowledged the security deposit was not returned as required under the Act and that the amount should be doubled in the award. The landlord requested authorization to apply the security deposit to the award as follows:

ITEM	AMOUNT
Total claim	\$4,082.57

(Less security deposit doubled pursuant to Act - \$900.00 x 2)	(\$1,800.00)
Monetary Award Requested	\$2,282.57

Analysis

I have considered all the submissions and refer only to key facts.

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the Act, regulations or a tenancy agreement.

Section 7(1) of the Act provided that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

To claim for damage or loss, the claiming party bears the burden of proof on a balance of probabilities; that is, something is more likely than not to be true. The claimant must establish four elements.

1. The claimant must prove the existence of the damage or loss.
2. Secondly, the claiming party must that the damage or loss stemmed directly from a violation of the agreement or a contravention on the part of the other party.
3. Once those elements have been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.
4. Finally, the claimant has a duty to take reasonable steps to reduce, or mitigate, their loss.

Rent and Utilities

The landlord testified the tenant did not pay rent or utilities for the last month of October 2020 the tenant resided in the unit. The tenant is responsible to reimburse the landlord for rent and utilities for that month and for the late payment fee pursuant to the tenancy agreement pursuant to the Act and the tenancy agreement.

I am satisfied based on the landlord's uncontradicted testimony and evidence, that the tenant is responsible for outstanding rent and the late fee as claimed.

I accordingly find the landlord has met the burden of proof with respect to this aspect of

the claim. I allow the landlord an award for outstanding rent and the late fee as claimed.

Compensation for damages: Cleaning, Carpet cleaning, Carpet/flooring replacement, Repairs to walls, Replacement fridge (7/15 x \$908.85), Debris, garbage removal, Lock change,

I have considered all the evidence submitted by the landlord, including the testimony, the receipts, and the photographs.

Considering the evidence and testimony, I accept the landlord's well-prepared, credible and supported testimony. I find that the unit needed cleaning and repairs, the flooring and refrigerator required replacement, debris was removed, and the lock changed. I find, as testified, that the tenant is responsible for the condition and the damage in breach of his responsibility under the Act. I find that the landlord incurred the expenses claimed with respect to the damages; I find the expenses are reasonable in the circumstances according to the facts as I understand them. I find the landlord took all reasonable steps to mitigate expenses.

I find the landlord has met the burden of proof on a balance of probabilities with respect to these aspects of the claim.

As the landlord has been successful in this matter, I award the landlord reimbursement of the filing fee of \$100.00.

In summary, I find the landlord is entitled to a monetary award in the amount requested of **\$4,082.57**.

Security Deposit

The landlord acknowledged a failure to return the security deposit as required under the Act and the resultant doubling. Accordingly, the award is offset pursuant to the provisions of section 72 by \$1,800.00, double the amount of the security deposit paid by the tenant.

Summary

I grant a monetary order to the landlord in the amount of **\$2,282.57** calculated as follows:

ITEM	AMOUNT
Total award to the landlord (table above)	\$4,082.57
(Less security deposit doubled pursuant to Act - \$900.00 x 2)	(\$1,800.00)
Monetary Order – Landlord	\$2,282.57

Conclusion

I grant a monetary order to the landlord in the amount of **\$2,282.57**. This order must be served on the tenant. This order may be filed and enforced in the Courts of the Province of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 14, 2020

Residential Tenancy Branch